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CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

THE VONS COMPANIES, INC., Plaintiff and Respondent, v. UNITED STATES FIRE INSURANCE COMPANY, Defendant and Appellant.	B120616 (Super. Ct. No. GC015907) MODIFICATION OF OPINION **[NO CHANGE IN JUDGMENT]**

THE COURT:*

GOOD CAUSE appearing therefor the opinion filed on February 9, 2000, in the above-entitled matter is herebymodified as follows:

Footnote 4 in its entirety is stricken and replaced with the following:

[4] Although USF understandably might wish that the "subject to" language were not part of the SIR, we cannot omit this language nor insert other language favorable to USF. We may only interpret the terms as they are. (*Levi Strauss & Co.* v. *Aetna Casualty & Surety Co.*, *supra*, 184 Cal.App.3d at pp. 1485-1486.) In stark contrast to the SIR in the Vons policy is that found in the Longs policy, which was in evidence below. Instead of stating that the SIR endorsement was

subject to the other policy terms and conditions, that SIR simply stated that it formed a part of the overall policy. Although our decision does not apply to the Longs policy, which is not at issue here, that policy also appears to have tackled the issue of other insurance, stating: "In the event there is any other insurance, whether or not collectible, applicable to an 'occurrence', claim or suit within the Retention Amount, *you will continue to be responsible for the full Retention Amount before the Limits of Insurance under this policy apply*." (Italics added.) Regardless, if USF wanted to make it clear that Vons was required to pay the SIR amount, it should have said so.

[end of modification]

No change in judgment.

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* TURNER, P.J. ARMSTRONG, J. GODOY PEREZ, J.